

modification, forbearance or delay or other act or omission of Owner or its failure to proceed promptly or otherwise, or by reason of any action taken or omitted or circumstance which may or might vary the risk or affect the rights or remedies of Guarantor or by reason of any further dealings between Tenant and Owner, whether relating to the Lease or otherwise, and Guarantor hereby expressly waives and surrenders any defense of its liability hereunder based upon any of the foregoing acts, omissions, things, agreements, waivers or any of them and hereby expressly waives and relinquishes all other rights and remedies accorded by applicable law to guarantors and sureties; it being the purpose and intent of the parties hereto that the obligations of Guarantor hereunder are absolute and unconditional under any and all circumstances.

4. This Guaranty shall extend and apply to, and shall remain in force and effect as to the obligations described above as well as all obligations of Tenant under any and all leases of other space in the Building and any and all modifications, extensions and renewals of the Lease or any such lease of other space, any assignment, subletting or holding over by Tenant, without any notice to or the consent of Guarantor, which right to notice and to consent Guarantor hereby waives.

5. Owner may, at its option proceed against Guarantor without having commenced any action against or having exhausted any remedy or claim or having obtained any judgment against Tenant.

6. Guarantor shall pay all of Owner's costs and expenses (including, without limitation, attorneys' and investigators' fees and disbursements) in enforcing this Guaranty.

7. GUARANTOR WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER OWNER OR GUARANTOR RELATING TO THE LEASE OR THIS GUARANTY AND WAIVE THE BENEFIT OF ANY STATUTE OF LIMITATIONS AFFECTING GUARANTOR'S LIABILITY UNDER THIS GUARANTY. Guarantor will be conclusively bound by any judgment rendered in any action or proceeding by Owner against Tenant (wherever brought) as if Guarantor was a party thereto, even if not joined as a party in such action or proceeding.

8. This Guaranty shall be deemed to have been made in the City and State of New York and the rights and liabilities of Owner and Guarantor shall be determined in accordance with the internal laws of the State of New York; and no defense shall be interposed in any action or proceeding unless such defense is also given or allowed by the laws of the State of New York. No delay on the part of Owner in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any waiver of any rights or powers of Owner or consent by Owner be valid unless in writing duly executed by Owner. This Guaranty shall be binding upon the Guarantor and its respective successors and assigns and shall inure to the benefit of Owner and Owner's successors and assigns, may not be terminated or modified, and no provision may be waived, except in a writing signed by the person sought to be charged.

9. Guarantor represents and warrants that it is solvent and will not be rendered insolvent by this Guaranty or the enforcement of Owner's rights and remedies under this Guaranty. Within thirty (30) days after request, which request shall not be made more frequently than once every twelve (12) months, Guarantor shall submit to Owner, or to Owner's

mortgagee or proposed mortgagee, or to a purchaser or proposed purchaser of the Property, Guarantor's current annual financial statement of net worth prepared in accordance with generally accepted accounting principals by or on behalf of Guarantor in the ordinary course of Guarantor's business, which statement shall be certified as true and correct by an officer of Guarantor (or certified by an independent certified accountant ("CPA") if Tenant obtains a certified statement). Owner shall keep any such statement confidential, and shall not disclose the same to any third party other than its mortgagee or proposed mortgagee or to a purchaser or proposed purchaser of each Property and its financial and legal advisors, except as may be otherwise required by law. Further, Owner shall use reasonable efforts to ensure that the persons to whom such disclosure is made will, in turn, maintain confidentiality with respect to any such statement.

10. Guarantor represents and warrants that neither Guarantor nor, if Guarantor is other than an individual, any person owning, directly or indirectly, 25% or more of an interest in Guarantor, it is an "SDN". For purposes of this Guaranty, an "SDN" is someone [1] who is on the list of "Specially designated Nationals and Blocked Persons" promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury pursuant to 31 C.F.R. Part 500 or [2] with whom Owner is prohibited or restricted from doing business with pursuant to the United States Patriot Act or any other law, rule, regulation, order or governmental action (an "Anti-Terrorism Law"). Guarantor shall, upon request of Owner, provide (and cause each Principal to provide) such information (including without limitation certification) as may be required to enable Owner to comply with any Anti-Terrorism Law.

11. Owner shall not be required to provide Guarantor with notice of Tenant's nonpayment, nonperformance or nonobservance of any of its obligations guaranteed hereunder and the Guarantor waives the right to receive such notice. Guarantor further waives any right to require that resort be had to any security or other credit in favor of Tenant prior to enforcing Owner's rights against Guarantor.

12. If Guarantor is a corporation or other entity, Guarantor represents and warrants that this Guaranty has been duly authorized by all necessary corporate or other entity action on such Guarantor's part. Guarantor represents and warrants that this Guaranty has been duly executed and delivered and constitutes such Guarantor's valid and binding agreement in accordance with its terms.

13. Guarantor submits and shall submit to the personal jurisdiction of the courts of the State of New York whose jurisdiction shall be exclusive in any action or proceeding arising out of this Guaranty (and, in furtherance of such agreement, the undersigned hereby designates Michael Ball, currently having an office at 3523 Eastham Drive, Culver City, CA 90232, as the agent for service of process in any action or proceeding).

14. Unless and until all the covenants and conditions in the Lease on Tenant's part to be performed and observed are fully performed and observed, Guarantor:

(a) shall have no right of subrogation against Tenant by reason of any payments or acts of performance by Guarantor;

(b) waive any right to enforce any remedy which Guarantor now or hereafter shall have against Tenant by reason of any payments or acts of performance by Guarantor in compliance with the obligations of Guarantor hereunder; and

(c) subordinate any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant to Owner under the Lease.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Guaranty on the day and year first above written.

Rock & Republic Enterprises, Inc.

By: 

Address: 3523 Eastham Drive
Culver City, CA 90232

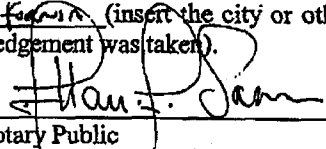
Federal Identification Number:

91000-60257

Acknowledgment by a Person OUTSIDE New York State (RPL § 309-b)

STATE OF CALIFORNIA)
)ss:
COUNTY OF Los Angeles)

On the 21 day of July in the year 2008, before me, the undersigned, personally appeared Michael Frank Ball, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the LOS ANGELES, CALIFORNIA (insert the city or other political subdivision and the state or country or other place the acknowledgement was taken).


Notary Public

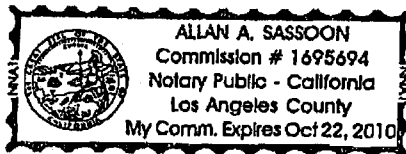


EXHIBIT C

NOTICE OF DEFAULT OF LEASE

TO: TRIPLE R., INC.
3523 Eastham Drive
Culver City, CA 90232
Attn: Michael Ball

("Tenant")

YOU ARE HEREBY NOTIFIED, pursuant to Paragraphs "17", "27" and "38" of that certain Lease with respect to the premises known as 144 Spring Street, New York, New York, between 144 Spring Realty LLC, as Lessor ("Landlord"), with Triple R., Inc., as Lessee, dated July 18, 2008 ("Lease"), that you are in substantial breach of the terms of the Lease and in default thereunder by virtue of the following:

(a) Lease Article 38 provides, in relevant part:

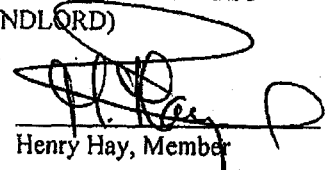
Tenant shall deposit with Landlord \$500,000, as follows, which sums shall be held as security ... Said security shall be deposited, by letter of credit, or cash, at the following times:

\$125,000 by January 31, 2009
\$125,000 by April 30, 2009
\$125,000 by July 31, 2009
\$125,000 by October 31, 2009

You have breached Lease Article 38 by failing to deposit with Landlord the first installment of \$125,000 due on January 31, 2009. Said default shall become an Event of Default, as defined in paragraph 17 of the Lease, unless it is cured within fifteen (15) days after service of this Notice upon you.

Dated: New York, New York
February 17, 2009

144 SPRING REALTY LLC
(LANDLORD)

BY: 
Henry Hay, Member

AXELROD, FINGERHUT & DENNIS
Attorneys for Landlord
260 Madison Avenue
New York, New York 10016
(212) 702-0900

VIA FEDERAL EXPRESS

cc: Rock & Republic Enterprises, Inc.
3523 Eastham Drive
Culver City, CA 90232
Attn: Michael Ball

Manatt, Phelps & Phillips, LLP
11355 W. Olympic Boulevard
Los Angeles, CA 90064
Attn: Martin E. Steere, Esq.

EXHIBIT D

NOTICE OF TERMINATION

TO: TRIPLE R., INC.
3523 Eastham Drive
Culver City, CA 90232

("Tenant")

PLEASE TAKE NOTICE, that the Lease with respect to the Premises, between 144 Spring Realty LLC, as Lessor ("Landlord"), with Triple R., Inc., dated July 18, 2008 ("Lease") is hereby terminated effective March 17, 2009, for the reasons that you failed to comply with the Notice of Default of Lease, dated February 17, 2009, a copy of which is annexed hereto and made a part hereof and incorporated herein, as if fully set forth below.

Dated: New York, New York
March 11, 2009

144 SPRING REALTY LLC
(LANDLORD)

BY: 

Henry Hay, Member

AXELROD, FINGERHUT & DENNIS
Attorneys for Landlord
260 Madison Avenue
New York, New York 10016
(212) 702-0900

VIA FEDERAL EXPRESS

cc: Rock & Republic Enterprises, Inc.
3523 Eastham Drive
Culver City, CA 90232
Attn: Michael Ball

Manatt, Phelps & Phillips, LLP
11355 W. Olympic Boulevard
Los Angeles, CA 90064
Attn: Martin E. Steere, Esq.

TO: TRIPLE R., INC.
3523 Eastham Drive
Culver City, CA 90232
Attn: Michael Ball

(“Tenant”)

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cc: Rock & Republic Enterprises, Inc.
3523 Eastham Drive
Culver City, CA 90232
Attn: Michael Ball

Manatt, Phelps & Phillips, LLP
11355 W. Olympic Boulevard
Los Angeles, CA 90064
Attn: Martin E. Steere, Esq.

EXHIBIT B

144 Spring

\$	1,200,000.00
\$	1,236,000.00
\$	1,273,080.00
\$	1,311,272.00
\$	1,350,611.00
\$	1,391,129.00
\$	1,432,863.00
\$	1,475,849.00
\$	1,520,124.00
\$	1,565,728.00
\$	1,612,700.00
\$	1,661,080.00
\$	1,710,913.00
\$	1,762,240.00
\$	1,815,108.00

Total Rent	\$	22,318,697.00		\$	22,318,697.00
Taxes	\$	32,392.00	x 15	\$	485,880.00
Insurance	\$	460.00	x 15	\$	6,900.00

Grand Total				\$	22,811,477.00
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EXHIBIT C

Statement Details

Levy, Scott
144 Spring St.
Page 2

THE CITY OF NEW YORK
DEPARTMENT OF FINANCE

New Charges Due July 01, 2008	Activity Date	Date	Amount
Finance-Property Tax		07/01/2008	\$16,195.98
Total New Charges Due by July 01, 2008			\$16,195.98

Amount Not Due but That Can be Paid Early	Activity Date	Date	Amount
Finance-Property Tax		01/01/2009	\$16,195.98
Total Amount Not Due but That Can be Paid Early			\$16,195.98

Annual Property Tax Detail

Market Value \$1,270,000

Tax Class 4 - All Other Property

Current Tax Rate

Tax Rate
10.0590%

	Assessed Value	Tax Rate	Taxes
Tax Before Exemptions and Abatements	\$322,020	X 10.0590% =	\$32,392
Tax Before Abatements	\$322,020		\$32,392
Annual Property Tax			\$32,392

We want to value your property based on actual income and expenses for your building, instead of our, estimates. Please provide this information by visiting nyc.gov/rpie before September 2, 2008.

We want to help you pay the right amount on time. Did we do that?
Did you understand the statement?
Did you know how much you had to pay?
Did you know when your payment was due?
Please let us know by signing on to nyc.gov/financefeedback.
Press "Start Survey". Select "Statement of Account" and press "Submit".
Complete the 3 question survey.
Thank You.

001400.01

Pay Today The Easy Way
nyc.gov/payonline
Fast.Easy.Accurate.Timely.

Your Prompt Payment is Greatly Appreciated.

EXHIBIT D



sinvin realty, llc
licensed real estate broker

170 varick street
new york, ny 10013

212.604.9000 tel
212.604.9006 fax

www.sinvin.com

EXCLUSIVE BROKERAGE AGREEMENT
144 SPRING STREET

This agreement is entered into and effective as of December 1, 2007 ("the Effective Date") between Sinvin Realty, LLC ("Broker") and 144 Spring Realty LLC ("Landlord").

1. **Term:** It is agreed that for a period of five (5) months from the Effective Date, Broker shall have the exclusive right to lease, and shall have the exclusive right to be paid a listing commission for the leasing of the property to be built at 144 Spring Street, New York, NY ("the Property") for any price agreed to by the Landlord. Notwithstanding anything to the contrary set forth herein, at any time after the Effective Date, either party, in its sole and absolute discretion for any reason (or for no reason whatsoever), may, upon thirty (30) days written notice to the other party, terminate this Agreement, provided, the effective date of such termination is not on or before the three (3) month anniversary of the Effective Date.
2. **Lease Commission:** In the event that a lease agreement is executed between Landlord and a tenant within the period of this Exclusive Brokerage Agreement by Broker or through any other source, Landlord shall pay Broker a commission according to the following terms:
 - a. **For Office Transactions:** One full commission payable to Broker, or up to a maximum of one and one-half commission in the event another broker procures the tenant, with one full commission payable to the broker that procures the tenant, and one-half commission payable to Broker. The commission shall be calculated based on a percentage of the aggregate annual base rent specified in the first lease signed between Landlord and a lessee, according to the following schedule ("Long-term Commission"):
 1. 5% for the first and second years or any fraction thereof;
 2. 4% for the third year or any fraction thereof;
 3. 3% for the fourth through seventh years or any fraction thereof; and
 4. 2% for all succeeding years.
 - b. **For Retail Transactions:** One full commission, which shall be calculated based on a percentage of the aggregate annual base rent specified in the first lease signed between Landlord and a lessee, according to the following schedule ("Long-term Commission"):
 1. 5% for the first year or any fraction thereof;
 2. 4% for the second and third years or any fraction thereof;
 3. 3% for the fourth and fifth years or any fraction thereof;
 4. 2% for the sixth through twentieth or any fraction thereof; and
 5. 1% for all succeeding years.

- c. Timing of Payment: All commissions are deemed earned upon lease execution. Landlord shall pay said Commission to Broker in installments as follows:

- Twenty-five percent (25%) upon lease execution;
- Twenty-five percent (25%) upon the expiration of two months after the date of possession;
- Twenty-five percent (25%) upon the expiration of three months after the date of possession; and
- Twenty-five percent (25%) upon the expiration of four months after the date of possession.

Notwithstanding anything contained herein to the contrary, no commission shall be considered earned nor shall any installment be due unless the lease for which Broker is due a commission remains in full force and effect, the tenant has deposited the required security with Landlord and the tenant is not in default under any of the terms of its lease. If tenant is in default under any terms of its lease at the time any installment pursuant to this Agreement is due, payment of such installment shall be deferred until all such defaults are fully cured. All final business and legal decisions shall be made solely by Landlord, and all binding agreements shall be executed and delivered solely by Landlord. Landlord shall be free to discontinue negotiations, and/or to refuse to enter into any lease with any proposed tenant, and/or to reject any proposed transaction for any reason or for no reason whatsoever, and, Landlord shall owe Broker no commission or other compensation for its services hereunder unless and until a lease between Landlord and a tenant is executed.

- d. Calculation: If the lease expressly provides for an allowance in the form of rental concession (however denominated) the amount of such allowance shall be prorated over the initial term of the Lease and, for the purposes of calculating the commission due, the annual rent set forth in the Lease shall be reduced by such prorated amount.
- e. Options: If a lease for which Broker was paid a Commission by Landlord contains an option to renew or extend the lease, and if the lessee exercises that option, an additional Commission shall be due and payable according to the terms set forth above, and calculated on the total years of the term of the lease measured from the Lease Commencement Date. The option commission shall be payable upon Landlord's receipt of the first month's rent for the option period.

3. Post-Agreement: In the event that a lease is executed within twelve (12) months after the expiration of this Exclusive Brokerage Agreement, for which Broker shall be deemed the procuring cause during the exclusive term, Landlord shall pay Broker a commission according to the terms set forth above, provided that in the event that this Exclusive Leasing Agreement is terminated or otherwise ends, Broker has within fifteen (15) days furnished Landlord with a list of prospective tenants (the "List") not to exceed ten (10) tenants, to whom Broker identified and presented the Property for lease and with whom Broker was in active negotiations at the expiration of the exclusive term. Failure provide the Landlord the List or to include a name of a proposed tenant on the List shall be deemed an absolute waiver by Broker of any right

whatsoever to claim any commission if any portion of the Property is leased to a tenant not set forth on the List.

4. Co-Brokerage: In the event of a co-brokerage transaction, where a broker other than Broker procures a tenant or buyer for the Property acceptable to Landlord, Landlord shall pay subject to Article 2 above, or, using Landlord's funds if all Commission is paid to Broker, shall permit Broker to pay on Landlord's behalf, such broker one full commission if an office transaction, or one-half commission if a retail transaction, according to the terms set forth above. Broker shall have the right, but not the obligation, to negotiate and execute a co-brokerage agreement with any such third party broker. Broker shall indemnify and hold harmless Landlord from and against any and all loss, claim, cost, damage, liability and expense, including attorney's fees, arising out of the claims of any broker for any brokerage commission, brokerage fee for negotiations for any lease of the Property, in an amount not to exceed the total amount payable to Broker under this Agreement.

5. Façade Signage: Broker may place advertising signage on the building façade, displaying Broker's contact information.

6. Advertising and Marketing: Broker shall provide professional and appropriate advertising and marketing for the Property. Broker agrees that it shall use its standard marketing materials and procedures in connection with the Building. At Owner's option to be communicated or confirmed in writing, and at Owner's sole cost and expense, Broker shall use additional print media advertising, specialized brochures, DVD and web site presentations. It is agreed that Broker shall work with Owner's preferred marketing firm. Broker shall have no authority to spend in excess of the pre-approved budget without written authorization from Owner. Broker's services shall include but not be limited to:

- a. Creation and direction of a marketing set-up brochure
- b. Placement of the Property on the Sinvin website, www.sinvin.com
- c. Listing the Property on appropriate real estate databases
- d. Production and coordination of direct mailing
- e. Holding promotional events
- f. Canvassing the commercial brokerage community and appropriate businesses

7. Broker's Duties: In the marketing and brokerage of the Property, Broker shall do the following:

- a. Broker will promptly convey relevant information to Landlord
- b. Broker will conduct him or herself with the utmost candor and professionalism
- c. Broker will cooperate fully with all brokers
- d. Broker will promptly respond to Landlord's inquiries
- e. Broker will promptly convey to Landlord all offers to lease the Property, whether verbal or written

Exclusive Brokerage Agreement
144 Spring Street

8. Indemnification: Landlord shall not be liable or responsible for any accident, loss, injury or damage attributable to the negligence of Broker, its partners, agents, employees, successors and assigns occurring or accruing in the Property during the term of this Agreement or in connection with this Agreement, and Broker shall and does fully indemnify, protect, defend and hold harmless Landlord from and against all loss, liability and expense, including attorney's fees, of any person or entity whomsoever or whatsoever arising out of, caused by or resulting from the negligence of or violation of the terms of this Agreement by Broker, in an amount not to exceed the total amount payable to Broker under this Agreement.

9. Disputes: In the event of litigation or other agreed upon judicial or dispute resolution proceeding ("legal action") arising from or in connection with this Agreement, all costs and expenses of the legal action (including but not limited to all actual attorneys' fees and costs paid or payable by the other party, and filing fees) shall be awarded to the prevailing party, and payable by the losing party. Venue for any legal action shall be New York, New York.

Agreed to and accepted as of the Effective Date above:

BROKER

SINVIN REALTY LLC


By: Christopher Owles

LANDLORD

144 SPRING REALTY LLC


By: Henry Hay



www.sinvin.com

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EXHIBIT E

Expense Register
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Ctrl# Batch#	Inv Num Check Num	Inv Date Chk Dat	Post Mnth	Due Date A/P Acct	Cash Acct Exp Acct	Payee Ppty	Payee's Name Account Name	Amount	Notes
13959		01/11/07	01/07		1110	ICRAVE	ICRAVE, LLC	3,190.00	
	254	01/11/07	01/07		4630	144	Professional fees	3,190.00	
13961	1225639	01/11/07	01/07		1110	DUANE	DUANE MORRIS	534.91	
	255	01/11/07	01/07		4630	144	Professional fees	534.91	
15087		03/07/07	03/07		1110	MORALI	Morali Architect, PL	5,000.00	
	264	03/09/07	03/07		4630	144	Professional fees	5,000.00	Prof. Fees
15316		03/21/07	03/07		1110	DUANE	DUANE MORRIS	2,691.01	
	---				4630	144	Professional fees	2,691.01	
15320	571	03/21/07	03/07		1110	SCIALO	SCIALO & COMPA	3,500.00	
	282	07/17/07	07/07		4630	144	Professional fees	3,500.00	
15388		03/27/07	03/07		1110	MSTUDIO	Anthony Morali, PLL	5,000.00	
	265	03/27/07	03/07		4630	144	Professional fees	5,000.00	
15828		04/18/07	04/07		1110	MSTUDIO	Anthony Morali, PLL	5,000.00	
	279	07/10/07	07/07		4630	144	Professional fees	5,000.00	
17003	1247893	06/27/07	06/07		1110	DUANE	DUANE MORRIS	814.55	
	276	06/27/07	06/07		4630	144	Professional fees	814.55	
17270		07/10/07	07/07		1110	DUANE	DUANE MORRIS	201.82	
	280-VOID	07/10/07	07/07		4630	144	Professional fees	605.48	
	280-VOID	07/10/07	07/07		4630	144	Professional fees	-605.48	
	281	07/10/07	07/07		4630	144	Professional fees	201.82	
17573	2340745	08/01/07	08/07		1110	BINGHAM	BINGHAM McCUTC	1,127.20	
	285	08/01/07	08/07		4630	144	Professional fees	1,127.20	
17862		08/15/07	08/07		1110	SCIALO	SCIALO & COMPA	2,000.00	
	286	08/15/07	08/07		4630	144	Professional fees	2,000.00	144 2004 Tax Returns, meetings, etc
18638	362	09/27/07	09/07		1110	STERN	STERN, TANNENB	2,137.75	
	292	09/27/07	09/07		4630	144	Professional fees	2,137.75	
19131	543	10/26/07	10/07		1110	STERN	STERN, TANNENB	1,646.66	
	295	10/26/07	10/07		4630	144	Professional fees	1,646.66	
19454	8585	11/07/07	11/07		1110	Leitner	Group Inc	3,000.00	
	296	11/07/07	11/07		4630	144	Professional fees	3,000.00	
20202	10053	12/18/07	12/07		1110	GREENBER	GREENBERG, TRA	4,922.00	
	299	12/18/07	12/07		4630	144	Professional fees	4,922.00	
20226	2373792	12/19/07	12/07		1110	BINGHAM	BINGHAM McCUTC	4,318.50	
	300	12/19/07	12/07		4630	144	Professional fees	4,318.50	
21675		02/25/08	02/08		1110	GREENBER	GREENBERG, TRA	3,213.00	
	---				4630	144	Professional fees	3,213.00	
22030		03/05/08	03/08		1110	SCIALO	SCIALO & COMPA	3,500.00	
	102	03/05/08	03/08		4630	144	Professional fees	3,500.00	
22032	10132	03/05/08	03/08		1110	GREENBER	GREENBERG, TRA	3,213.00	
	103	03/05/08	03/08		4630	144	Professional fees	3,213.00	INVOICE# 10132
22033	10289	03/05/08	03/08		1110	GREENBER	GREENBERG, TRA	397.50	
	104	03/05/08	03/08		4630	144	Professional fees	397.50	INVOICE# 10289
25312	2411689	07/22/08	07/08		1110	BINGHAM	BINGHAM McCUTC	9,305.25	
	118	07/22/08	07/08		4630	144	Professional fees	9,305.25	
25313	2411700	07/22/08	07/08		1110	BINGHAM	BINGHAM McCUTC	2,887.40	
	119	07/22/08	07/08		4630	144	Professional fees	2,887.40	
25315		07/22/08	07/08		1110	PLESKOW	PLESKOW & RAE	22,000.00	
	0	07/22/08	07/08		4630	144	Professional fees	22,000.00	WIRE TRANSFER
26347		09/08/08	09/08		1110	PLETSKOW	PLETSKOW & RAE	22,000.00	
	0	09/08/08	09/08		4630	144	Professional fees	22,000.00	PARTIAL PAYMENT ARCHITECT FEE

Expense Register

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04:11 PM

Ctr# Batch#	Inv Num Check Num	Inv Date Chk Dat	Post Mnth	Due Date A/P Acct	Cash Acct Exp Acct	Payee Ppty	Payee's Name Account Name	Amount	Notes
26611		09/22/08	09/08		1110	SALONR	SALON REALTY C	2,000.00	
	124	09/22/08	09/08		4630	144	Professional fees	2,000.00	Hay Dispute Fees
27001 1-08		10/03/08	10/08		1110	PLESKOW	PLESKOW & RAEL	7,884.67	
	126	10/03/08	10/08		4630	144	Professional fees	7,884.67	
27002		10/03/08	10/08		1110	ELLIOT	ELLIOT GABBAY	2,596.20	
	127	10/03/08	10/08		4630	144	Professional fees	2,596.20	3 WEEKS
27059 0968-08		10/01/08	10/08		1110	OUT	OUT SOURCE CON	2,000.00	
	128	10/08/08	10/08		4630	144	Professional fees	2,000.00	
27142 1430		10/15/08	10/08		1110	ACC	CONTROL CONSU	450.00	
	130	10/15/08	10/08		4630	144	Professional fees	450.00	
27143 1430-		10/15/08	10/08		1110	ACC	CONTROL CONSU	375.00	
	131	10/15/08	10/08		4630	144	Professional fees	375.00	
27188		10/17/08	10/08		1110	SULFARO	CARL A. SULFARO	2,235.00	
	133	10/17/08	10/08		4630	144	Professional fees	2,235.00	estimate for 382 zoning lot
27200		10/20/08	10/08		1110	ELLIOT	ELLIOT GABBAY	865.40	
	134	10/20/08	10/08		4630	144	Professional fees	865.40	
27215		10/20/08	10/08		1110	ELLIOT	ELLIOT GABBAY	865.40	
	135	10/20/08	10/08		4630	144	Professional fees	865.40	
27883 1072-08		11/01/08	11/08		1110	OUT	OUT SOURCE CON	4,000.00	
	137	11/12/08	11/08		4630	144	Professional fees	4,000.00	
27923 0000001		11/14/08	11/08		1110	SEVERUD	SEVERUD ASSOCI	5,075.00	
	138	11/14/08	11/08		4630	144	Professional fees	5,075.00	Profession Services
27925		11/14/08	11/08		1110	BINGHAM	BINGHAM McCUTC	5,258.64	
	139	11/14/08	11/08		4630	144	Professional fees	5,258.64	Invoices#2417850, #2423601, #24292
27961 2-08		11/17/08	11/08		1110	PLESKOW	PLESKOW & RAEL	15,000.00	
	140	11/17/08	11/08		4630	144	Professional fees	15,000.00	
28010		11/19/08	11/08		1110	A.	A. ESTABAN & CO	129.88	
	141	11/19/08	11/08		4630	144	Professional fees	129.88	
28385 1178-08		12/01/08	12/08		1110	OUT	OUT SOURCE CON	4,000.00	
	145	12/04/08	12/08		4630	144	Professional fees	4,000.00	
28489		12/10/08	12/08		1110	MORALI	Morali Architect, PL	5,000.00	
	146	12/10/08	12/08		4630	144	Professional fees	5,000.00	LANDMARK WORK
28490		12/10/08	12/08		1110	MORALI	Morali Architect, PL	1,000.00	
	147	12/10/08	12/08		4630	144	Professional fees	1,000.00	PRINTING
30925		03/01/09	03/09		1110	SCIALO	SCIALO & COMPA	3,500.00	
	170	05/28/09	05/09		4630	144	Professional fees	3,500.00	
30965 29128		03/06/09	03/09		1110	AXELROD	AXELROD, FINGER	2,585.00	
	159	03/06/09	03/09		4630	144	Professional fees	2,585.00	
31375 29208		03/01/09	03/09		1110	AXELROD	AXELROD, FINGER	120.00	
	161	03/25/09	03/09		4630	144	Professional fees	120.00	
31376 29430		03/16/09	03/09		1110	AXELROD	AXELROD, FINGER	327.27	
	162	03/25/09	03/09		4630	144	Professional fees	327.27	
31517		03/31/09	03/09		1110	COBLENTZ	LLP	10,000.00	
	163	03/31/09	03/09		4630	144	Professional fees	10,000.00	Retainer- 144 Spring Realty, LLC
31808 29588		04/08/09	04/09		1110	AXELROD	AXELROD, FINGER	3,482.86	
					4630	144	Professional fees	3,482.86	
31972 29655		04/21/09	04/09		1110	AXELROD	AXELROD, FINGER	62.13	
	166	04/21/09	04/09		4630	144	Professional fees	62.13	
32954 29939		05/21/09	05/09		1110	AXELROD	AXELROD, FINGER	280.00	
	169	05/21/09	05/09		4630	144	Professional fees	280.00	ROCK & REPUBLIC CASE

Expense Register

144 - 144 SPRING STREET

Page 3
7/15/2009
04:11 PM

Ctrl# Batch#	Inv Num Check Num	Inv Date Chk Dat	Post Mnth	Due Date A/P Acct	Cash Acct Exp Acct	Payee Pty	Payee's Name Account Name	Amount	Notes
33602	29868	06/23/09	06/09		1110	AXELROD	AXELROD, FINGER	582.50	
	177	06/23/09	06/09		4630	144	Professional fees	582.50	Rock & Republic
33615	60392	06/23/09	06/09		1110	GOLDBERG	WEPRIN & USTIN L	3,062.50	
	178	06/23/09	06/09		4630	144	Professional fees	3,062.50	File#26351
33782	205054	04/28/09	06/09		1110	COBLENTZ	LLP	2,780.67	
					4630	144	Professional fees	2,780.67	
TOTAL								197,118.67	
TOTAL UNPAID								12,187.54	

Number	Totals By Account Name	Total
110	Cash in Bank-1	197,118.67
630	Professional fees	197,118.67

144

Professional Fees

\$184,951.13

- \$20,220.43

\$164,730.70

(Axelrod & Coblenz
included in Exhibit F)

Expense Register

Page 1
7/15/2009
04:16 PM

Ctrl# Batch#	Inv Num Check Num	Inv Date Chk Dat	Post Mnth	Due Date A/P Acct	Cash Acct Exp Acct	Payee Ppty	Payee's Name Account Name	Amount	Notes
16716		06/06/07	06/07		1110	ACE	A.C.E.	5,000.00	
	565	06/06/07	06/07		4650	376	Misc. Expense	5,000.00	
16717		06/06/07	06/07		1110	ACE	A.C.E.	5,000.00	
	2646	06/06/07	06/07		4650	436	Misc. Expense	5,000.00	
16718		06/06/07	06/07		1110	ACE	A.C.E.	5,000.00	
	272	06/06/07	06/07		4650	396	Misc. Expense	5,000.00	
16719		06/06/07	06/07		1110	ACE	A.C.E.	15,000.00	
	274-VOID	06/06/07	06/07		4650	144	Misc. Expense	15,000.00	Reversed by ctrl# 17093
	274-VOID	06/29/07	06/07		4650	144	Misc. Expense	-15,000.00	
	---				4650	144	Misc. Expense	15,000.00	
17093		06/29/07	06/07	06/06/07	1110	ACE	A.C.E.	-15,000.00	
	---				4650	144	Misc. Expense	-15,000.00	Prog Gen Reverses invoice ctrl# 1671
	---				4650	144	Misc. Expense	15,000.00	
	---				4650	144	Misc. Expense	-15,000.00	
23991		05/23/08	05/08		1110	ACE	A.C.E.	16,500.00	
	122	05/23/08	05/08		4650	396	Misc. Expense	5,000.00	
	111	05/23/08	05/08		4650	144	Misc. Expense	2,500.00	
	228	05/23/08	05/08		4650	436	Misc. Expense	5,000.00	
	137	05/23/08	05/08		4650	376	Misc. Expense	4,000.00	
25113		06/10/08	06/08		1110	ACE	A.C.E.	3,000.00	
	1342	06/10/08	06/08		4650	70	Misc. Expense	3,000.00	donation
33063		05/28/09	05/09		1110	ACE	A.C.E.	10,000.00	
	196	05/28/09	05/09		4650	396	Misc. Expense	3,333.33	DONATION
	10078	05/28/09	05/09		4650	436	Misc. Expense	3,333.33	
	275	05/28/09	05/09		4650	376	Misc. Expense	3,333.34	
TOTAL								44,500.00	
TOTAL UNPAID								0.00	
Number	Totals By Account				Total				
	Name								
1110	Cash in Bank-1				44,500.00				
1650	Misc. Expense				44,500.00				

A.C.E. Donations

All Properties in order

to be able

\$44,500.00

to get

Community Board
approval for new building.

Handwritten: Henry PA7



METROPOLIS
CORP INC

Bill To
144 Spring Realty LLC Cannur Properties 35 East 21st Street New York, New York 10010 Attn: Mr. Julia Maizer

RE:
144 Spring Street

Date	Invoice #	P.O. No.	Terms	Due Date	Ship Date	Project
1/5/2009	Cent-109		Net 30	2/4/2009	1/5/2009	
Description				Rate	Amount	
For services rendered on attending the Landmark meeting in preliminary bases with Demdette Artus and Caroline Kane-Levy Prank Fortino 1 hour @ \$250.00 per hour				250.00	250.00	
Thank you for your business.				Total	S250.00	

22 Cortland Street 10th Floor New York NY 10007 Ph: 212.233.6344 Fax: 212.233.6333

35 East 21st Street-3rd Floor
New York, NY 10011
Tel: (212) 308-4443
Fax: (212) 308-8630

Centaur Properties, LLC

Fax

To: Ando From: Mary
Fax: 534-6231 Pages: 2
Phone: _____ Date: 2/2/09
Re: 144 Spring CC: _____
☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Please pay ASAP.

Mail to:

Drexel Inc.
35 EAST 21st St.
NY, NY 10010

thank you

SILVERLINE PRESS
210 EAST 3RD STREET
NEW YORK, NY 10016

Invoice

DATE 10/23/08 INVOICE NO. 2334

BILL TO
CENTAUR PROPERTIES
210 EAST 2ND STREET, 3RD FL.
NEW YORK, NY 10016
ATTENTION: MARY T. ABLE

SHIP TO
SAME

PO NO	TERMS	SHIP DATE	SHIP VIA	PREP WORK	ARTWORK/INF/SH
		10/15/08	10/15/08		
QTY (M)	DESCRIPTION	RATE	AMOUNT		
1	100 - 500 PAGES SET DESIGNING AND CARTON - 100 SPEED-READY	70.00	70.00		
1	100 - 100 PAGES GABDAY				
1	STRATHMORE ULTIMATE WHITE				
1	100 PAGES SET	15.00	15.00		
1	100 PAGES CHARGE	8.30	8.30		
	*****PLEASE MAKE CHECK PAYABLE TO: DRIMAI INC*****				
	TAX	8.24	7.60		

make check to

Total

\$100.89

#100.89

12/01/27/002

Out Source Consultants LTD

1438 Stephan Marc Lane
East Meadow, NY 11554
PH: 516-565-3620
FX: 516-483-9565

Centaur Properties
35 East 21st Street, 3rd Floor
New York, New York 10010
Attn: Henry Hay

Dec. 1, 2008

INVOICE

For Owner's Representative Services:

Services for:
144 Spring Street, New York, NY

Invoice #1178-08
November, 2008

\$4,000.00

Total

\$4,000.00

REMIT PAYMENT TO:

Out Source Consultants, Ltd.
1438 Stephan Marc Lane
East Meadow, NY 11554
Attn: Arthur Kornberg

A. Estéban & Company, Inc.135 West 21st Street
New York, New York 10011
(212) 686-7000

INVOICE

an "M.B.E." firm

REMIT TO:

A. Estéban & Company, Inc.135 West 21st Street
New York, New York 10011
(212) 686-7000IMPORTANT: PLEASE RETURN REMITTANCE
COPY WITH PAYMENT. THANK

TERMS NET 10 DAYS

SOLD TO

CENTAUR PROPERTIES
35 EAST 21ST STREET
3RD FLOOR
NEW YORK NY 10010

SHIP TO

JOB/REFERENCE NUMBER						BILLING UNIT CODE			CUST. NO.	INV	
144 SPRING STREET						F = SQ. FT. E = EACH	C = PER 100 I = PER INCH	L = LABOR HOURS X = 9200	14442	101	
ORDER NUMBER	NO. ORIG.	SIZE X		COPIES EACH	TOTAL COPIES	ITEM CODE	DESCRIPTION		TOTAL SQ. FT.	TAX	
51914	24			1	24	4820	E	PL-PDF/DWF CONVERSION	24		
51914	24	15	22	1	24	0160	F	DP-DIG. PLOT/BOND 1ST SET	72		
51914	24	15	22	1	24	0161	F	DP-DIG. PLOT/BOND ADD'L SETS	72		
51914	24	15	22	2	48	0127	F	BW-BLACK/WHITE COLLATING	144		
51914	8			1	8	6932	E	CC-FIERY CLR 11X17 1ST COPY	8		
51914	8			1	8	6933	E	CC-FIERY CLR 11X17 ADD'L	8		
51914	8			2	16	1646	E	SP-MANUAL COLLATING	16		
51949	9			1	9	6932	E	CC-FIERY CLR 11X17 1ST COPY	9		
51949	9			1	9	6933	E	CC-FIERY CLR 11X17 ADD'L	9		
51949	9			2	18	1646	E	SP-MANUAL COLLATING	18		
51949	33			1	33	4820	E	PL-PDF/DWF CONVERSION	33		
51949	33	15	22	1	33	0160	F	DP-DIG. PLOT/BOND 1ST SET	99		
51949	33	15	22	1	33	0161	F	DP-DIG. PLOT/BOND ADD'L SETS	99		
51949	33	15	22	2	66	0127	F	BW-BLACK/WHITE COLLATING	198		
51949	2			1	2	0120	E	BW-BIND W/STRIP	2		
TITLE TO MERCHANDISE ON THIS INVOICE PASSES UPON DELIVERY TO THE CARRIER UNLESS OTHERWISE AGREED BY THE PARTIES. SELLER CERTIFIES THAT THESE GOODS/SERVICES WERE PRODUCED/PERFORMED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS ON SECTIONS 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED, AND ALL REGULATIONS AND ORDERS OF THE U.S. DEPT. OF LABOR ISSUED UNDER SEC. 14 THEREOF.									BUS TOTAL	SALES TAX	TOI
									119.84	12.04	

ORIGINAL INVOICE

#129.88

Invoice

Pleskow & Rael, Inc
13432 Beach Ave
Marina del Rey CA 90292-5624

Invoice #	2-08
Invoice Date	10/20/2008

Bill To:

Henry Hay, 144 Spring Realty, LLC
c/o Centaur Properties
35 East 21st Street, 3rd Floor
New York, NY 10010

Project

144 Spring Street
New York, NY.

Period	P.O. Numb...	Terms	Due Date:
August 1 - October 19, 2008		On Receipt	10/21/2008
Description	Hours/Qty	Rate	Amount
PROGRESS BILLING		32,765.00	32,765.00
Schematic Design (Design Refinements) - Refinement Options			
Design Development - Coordination with Consulting Engineers and Expeditor			
Construction Document Drawings - Base Drawings			
Meetings with Owner, Owner Rep, Owner Asst,			
Meetings with Landmarks Commission Consultant,			
Kick-off Meeting with Consulting Engineers and Expeditor			
SUB TOTAL PROFESSIONAL FEES			32,765.00
REIMBURSABLES			
30" x 42" CAD Plots - Base Drawing Print Set	24	14.00	336.00
15" x 21" CAD Plots - 1/2 Size Base Drawing Print Set	24	7.00	168.00
Model Supplies - Roark Invoice #17410	1	13.10	13.10
Model Supplies - Roark Invoice #17435	1	138.48	138.48
Model Supplies - Roark Invoice #17443	1	10.54	10.54
Model Supplies - Roark Invoice #17446	1	115.05	115.05
Outsourced Reprographics - Blair Graphics Invoice #1215223	1	14.883	14.88
Outsourced Reprographics - Blair Graphics Invoice #1218220	1	72.99	72.99
SUBTOTAL REIMBURSABLE EXPENSES			869.04
Federal Tax ID: 20-0569269		Total	\$33,634.04
Phone #	310-577-9300	Fax #	310-577-9302
		Payments/Credits	\$0.00
		Balance Due	\$33,634.04

**411 West 14th Street
2nd Floor
New York, NY 10014
Tel: 212 929-8320
Fax: 212 929-8373**

Date	Invoice #
12/5/2008	01-06-100-01

Centaur Properties
551 Madison Ave 8th Floor
New York, NY, 10022
Attn: Henry Hay

Terms	Due Date	Project #
Due Upon Receipt	12/5/2006	01-06-100

Re: 144 Spring St.

Description	Current Amount Due
<p><u>Concept Renderings</u></p> <p>Principal Director: Slobhan Barry 11 hrs @200/hr 2,200.00</p> <p>Designer: Raymond Chung 11 hrs @90/hr 990.00</p>	
	<p>Current Balance Due 3,190.00</p>

AZAR ASSOCIATES
215 WEST 94 STREET
SUITE 517

NEW YORK, NEW YORK

10025-6953

212-222-3719 phone

212-222-2606 fax

RCNY@aol.com e-mail

February 9, 2006

Mr. Henry Hay
CENTAUR PROPERTIES
551 Madison Avenue
New York, NY. 10022

Ref: Zoning Review and Analysis

Dear Mr. Hay,

Please accept this correspondence as an invoice for the following:

Fees for services rendered providing zoning review and analysis for the following:

396-398 West Broadway		
400 West Broadway		
76-78 Thompson Street		
382 West Broadway	\$512.50	Andie
144 Spring Street	325.00	Andie
127-131 Eighth Avenue	325.00	CPUC
24 East 81 Street	400.00	Andie

TOTAL DUE: \$1562.50

Please remit checks made payable to Azar Associates.

It is our pleasure to be of continued service to you and your organization. If there are any questions regarding this invoice, please contact me at 212-222-3719 or on my cell phone: 646-765-8852.

Thank you,

Rick Azar

Mary DiCarlo

From: SulfaroLaw@aol.com
Sent: Sunday, October 05, 2008 4:34 PM
To: Henry Hay
Subject: zoning lot declaration for 382 West Broadway, NYC

October 6, 2008

Mr. Henry Hay, Member
Centaur Properties, LLC
35 East 21st Street, 3rd Floor
New York, New York

Re: Estimate for Zoning Lot Declaration

Dear Mr. Hay:

At the request of Ms. Lika of M-Studio architects, I am forwarding an estimate of the costs to have a zoning lot declaration (exhibits I and III) prepared and filed with the Office of the City Register, Department of Finance with advance copy to the architect's office hopefully in time for a scheduled audit with the Department of Buildings reviewer for the project for this week.

Fee for research and preparation of documents:	\$ 1,500.00
Title Company fee:	\$ 525.00
NYCDOF filing fees: (estimated):	\$ 210.00
Total:	\$ 2,235.00

Please make payment to "Law Office of Carl A. Sulfaro". Thank you.

Law Office of Carl A. Sulfaro
245 Bay 10th Street
Brooklyn, New York 11228-3907

Tel: 718-232-7670
Fax: 718-236-5199
Cell: 917-962-3176
E-Mail: SULFAROLAW@aol.com

This message is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please destroy this message and are asked to notify the sender by reply e-mail.

To ensure compliance with requirements imposed by the IRS, we inform you that, unless specifically indicated otherwise, any tax advice contained in this communication (including attachments) was not intended or written to be used, and can not be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code, or (ii) promoting, marketing, or recommending to another party any tax-related matter addressed herein.

New MapQuest Local shows what's happening at your destination. Dining, Movies, Events, News & more. Try it out!

10/17/2008

Out Source Consultants LTD

1438 Stephan Marc Lane
East Meadow, NY 11554
PH: 516-565-3620
FX: 516-483-9565

Centaur Properties
35 East 21st Street, 3rd Floor
New York, New York 10010
Attn: Henry Hay

Oct.1, 2008

INVOICE

For Owner's Representative Services:

Services for:
144 Spring Street, New York, NY

Invoice #0968-08

September, 2008 Partial Billing

\$2,000.00

Total

\$2,000.00

REMIT PAYMENT TO:

Out Source Consultants, Ltd.
1438 Stephan Marc Lane
East Meadow, NY 11554
Attn: Arthur Kornberg

35 East 21st Street-3rd Floor
New York, NY 10011
Tel: (212) 308-4443
Fax: (212) 308-8630

Centaur Properties, LLC

Fax

To: Andre From: Mary DiCarlo

Fax: (212) 534-6237 Pages: 3

Phone: Date: 10/03/2008

Re: CC:

Kindly pay the attached email to Pleskow & Rael Inc from 144 Spring. (I transferred \$10,000 from 378 to 144)

Cut a check to Elliot Gabbay from 144 Spring in the amount of \$2,596.20. (3 weeks). He will be working here as a consultant. He will be paid by-weekly. Annual salary is \$45,000.00. Please pay him next week as well and then after that it will be every two weeks.

Thank you

Invoice

Pleskow & Rael, Inc
 13432 Beach Ave
 Marina del Rey CA 90292-5624

Invoice #	1-08
Invoice Date	8/1/2008

Bill To:

Henry Hay, 144 Spring Realty, LLC
 c/o Centaur Properties
 35 East 21st Street, 3rd Floor
 New York, NY 10010

Project

144 Spring Street
 New York, NY

Period	P.O. Numb...	Terms	Due Date:
June 1 - July 31, 2008		On Receipt	8/1/2008
Description	Hours/Qty	Rate	Amount
PRINCIPAL - CONCEPT DESIGN, SCHEMATIC DESIGN Initial Concept Design Development; Schematic Design Development; Coordination and Review with Henry; Coordination with Chris Owles; Conference Call with Henry, Chris Owles and 'Rock & Republic'	31.5	175.00	5,512.50
PROJECT DESIGNER - CONCEPT DESIGN, SCHEMATIC DESIGN Initial Concept Design Renderings for Presentation to Henry for approval, transmittal to Tenant, 'Rock & Republic' for review, and Attachment to Lease Agreement - High Entry, Extended Frame - Low Entry, Extended Frame - High Entry, Parapet at Roof - Low Entry, Parapet at Roof - Light Steel finish alternates Refinement of Initial Renderings, Placement in block context	44.5	125.00	5,562.50
TECHNICAL STAFF - CONCEPT DESIGN, SCHEMATIC DESIGN Initial Concept Design Plans and Elevations for Presentation to Henry for approval, transmittal to Tenant, 'Rock & Republic' for review, and Attachment to Lease Agreement Scale Model of Site - Wooster and Spring Street Buildings (1/8" scale) Enlarged Model of Building - (1/4" scale) SUB TOTAL PROFESSIONAL FEES	184	95.00	17,480.00 28,555.00
Federal Tax ID: 20-0569269		Total	
Phone #	310-577-9300	Fax #	310-577-9302
		Payments/Credits	
		Balance Due	

Invoice

Pleskow & Rael, Inc
 13432 Beach Ave
 Marina del Rey CA 90292-5624

Invoice #	1-08
Invoice Date	8/1/2008

Bill To:

Henry Hay, 144 Spring Realty, LLC
 c/o Centaur Properties
 35 East 21st Street, 3rd Floor
 New York, NY 10010

Project

144 Spring Street
 New York, NY

Period	P.O. Numb...	Terms	Due Date:
June 1 - July 31, 2008		On Receipt	8/1/2008
Description	Hours/Qty	Rate	Amount
REIMBURSABLE EXPENSES			
11x17 Color Presentation Prints	32	22.00	704.00
11x17 CAD Plots	52	6.00	312.00
Model Supplies - Staples 07/02/08 (see attached receipt copy)	1	19.04	19.04
Model Supplies - Graphaids 77550 (see attached receipt copy)	1	72.20	72.20
Model Supplies - SGI-Arc 183841 (see attached receipt copy)	1	199.90	199.90
Model Supplies Utrecht 1042182 (see attached receipt copy)		22.53	22.53
SUBTOTAL REIMBURSABLE EXPENSES			1,329.67
Federal Tax ID: 20-0569269		Total	\$29,884.67
Phone #	310-577-9300	Fax #	310-577-9302
		Payments/Credits	\$-22,000.00
		Balance Due	\$7,884.67

Out Source Consultants LTD

1438 Stephan Marc Lane
East Meadow, NY 11554
PH: 516-555-3620
FX: 516-483-9565

Centaur Properties
35 East 21st Street, 3rd Floor
New York, New York 10010
Attn: Henry Hay

Nov. 1, 2008

INVOICE

For Owner's Representative Services:

Services for:
144 Spring Street, New York, NY

Invoice #1072-08
October, 2008

\$4,000.00

Total

\$4,000.00

REMIT PAYMENT TO:

Out Source Consultants, Ltd.
1438 Stephan Marc Lane
East Meadow, NY 11554
Attn: Arthur Kornberg

Severud Associates

CONSULTING ENGINEERS P. C.

469 Seventh Avenue • New York, New York 10018 • (212) 986-3700

Mr. Henry Hay
Centaur Properties Ltd.
35 East 21st Street, 3rd Floor
New York NY 10010

October 31, 2008
Project No: 13285
Invoice No: 0000001

144 Spring Street - New Building
New York, NY

Professional Services

Fee

Total Fee 29,000.00

Phase	Percent of Fee	Fee	Percent Complete	Earned
Design Development	35.00	10,150.00	50.00	5,075.00
Construction Documents	45.00	13,050.00	0.00	0.00
Construction Contract Administration	20.00	5,800.00	0.00	0.00

Total Earned 5,075.00

Previous Fee 0.00

Current Fee 5,075.00

Total Fee 5,075.00

Total this invoice \$5,075.00

EXHIBIT F

Ficks, Gregg**Subject:** 13837.001

Matter Number:	13837-001	5/19/2010 9:46:46 AM
Matter Name:	13837-001	<< Previous
Client Number:	13837	Next >>
Client Name:	144 Spring Realty LLC	<input type="checkbox"/> List Related Matters

Select Detail

Time & Fee Summary ☐ View As Master Matter

	Accounts Receivable	Unbilled Fees/Costs
0 to 30	0.00	6,653.90
31 to 60	0.00	316.09
61 to 90	0.00	0.00
91+	0.00	0.00
Total:	0.00	6,969.99

OP Open
Date Opened:
03/31/2009
Date Closed:

	Billed To Date	Unbilled
Fees:	53,620.50	6,931.50
Costs:	893.01	38.49
Other:	166.95	

Last	Date	Amount
Bill:	04/30/2010	4,717.50
Payment:	05/10/2010	4,717.50
Time Entry:	05/14/2010	

Unallocated Payments:	0.00
Interim Bills:	0.00
Non Billable:	0.00
Net Unbilled Fees:	6,931.50
Total Investment:	6,969.99

\$ 61,650.45
 + \$ 1,000.00 (Gubbert Ellis invoice attached)
 + \$ 17,439.76 (Axelrod fees and Coblenz
 retainer from Exhibit E)

\$ 80,090.21

5/20/2010



GRUBB & ELLIS.

From Insight to Results

INVOICE T-109

144 Spring Realty LLC
c/o Jonathan Bass
Coblentz, Patch, Duffy & Bass LLP
One Ferry Building, Suite 200
San Francisco, CA 94111-4213
415-772-5726

April 29, 2010

FEDERAL TAX I.D. #: 65-0574421

**TERMS: PAYABLE IN FULL
UPON RECEIPT OF
INVOICE**

Re: 144 Spring Street, New York, NY

For professional services in connection with conducting research to prepare a full narrative self-contained appraisal report for the above-mentioned property.

Robert Von Ancken's time for conferences and analysis to determine the potential loss/profit due to the tenant Tripler R, Inc. and Rock & Republic Enterprises, Inc. vacating the proposed building:
2 hours @ \$500 per hour

\$1,000.00

TOTAL FEE DUE AT THIS TIME:

\$1,000.00

PLEASE REFERENCE ASSIGNMENT # T-109 ON YOUR CHECK.

Make check payable to:

Grubb & Ellis Consulting Services Company

Attention: Meg Berke

1177 Avenue of the Americas

New York, NY 10036

Thank you.

EXHIBIT G

Expense Register

Page 1
7/15/2009
04:16 PM

Ctrl# Batch#	Inv Num Check Num	Inv Date Chk Dat	Post Mnth	Due Date A/P Acct	Cash Acct Exp Acct	Payee Ppty	Payee's Name Account Name	Amount	Notes
27002	127	10/03/08	10/08		1110 4630	ELLIOT 144	ELLIOT GABBAY Professional fees	2,596.20 2,596.20 3 WEEKS	
27200	134	10/20/08	10/08		1110 4630	ELLIOT 144	ELLIOT GABBAY Professional fees	865.40 865.40	
27215	135	10/20/08	10/08		1110 4630	ELLIOT 144	ELLIOT GABBAY Professional fees	865.40 865.40	
27477	174	10/30/08	10/08		1110 4630 4130	ELLIOT 376 376	ELLIOT GABBAY Professional fees Travel	1,764.20 1,730.80 2 WEEKS + rEIMBURSE OF \$23.40 23.40	
27880	435	11/12/08	11/08		1110 4660	ELLIOT 70	ELLIOT GABBAY Office Expense	1,730.80 1,730.80	
27884	179	11/12/08	11/08		1110 4130	ELLIOT 376	ELLIOT GABBAY Travel	108.70 108.70 Reimburse for Travel Expense	
28179	440	11/25/08	11/08		1110 4660 4130	ELLIOT 70 70	ELLIOT GABBAY Office Expense Travel	1,764.90 1,730.80 34.10	
28388	413	12/05/08	12/08		1110 4660	ELLIOT 436	ELLIOT GABBAY Office Expense	865.40 865.40	
30114	214	02/02/09	02/09		1110 4630	ELLIOT 376	ELLIOT GABBAY Professional fees	1,200.00 1,200.00	
TOTAL								11,751.00	
TOTAL UNPAID								0.00	

umber	Totals By Account Name	Total
110	Cash in Bank-1	11,751.00
130	Travel	166.20
530	Professional fees	7,257.80
560	Office Expense	4,327.00

Elliot Gabbay
All Properties
\$11,751.00

EXHIBIT H



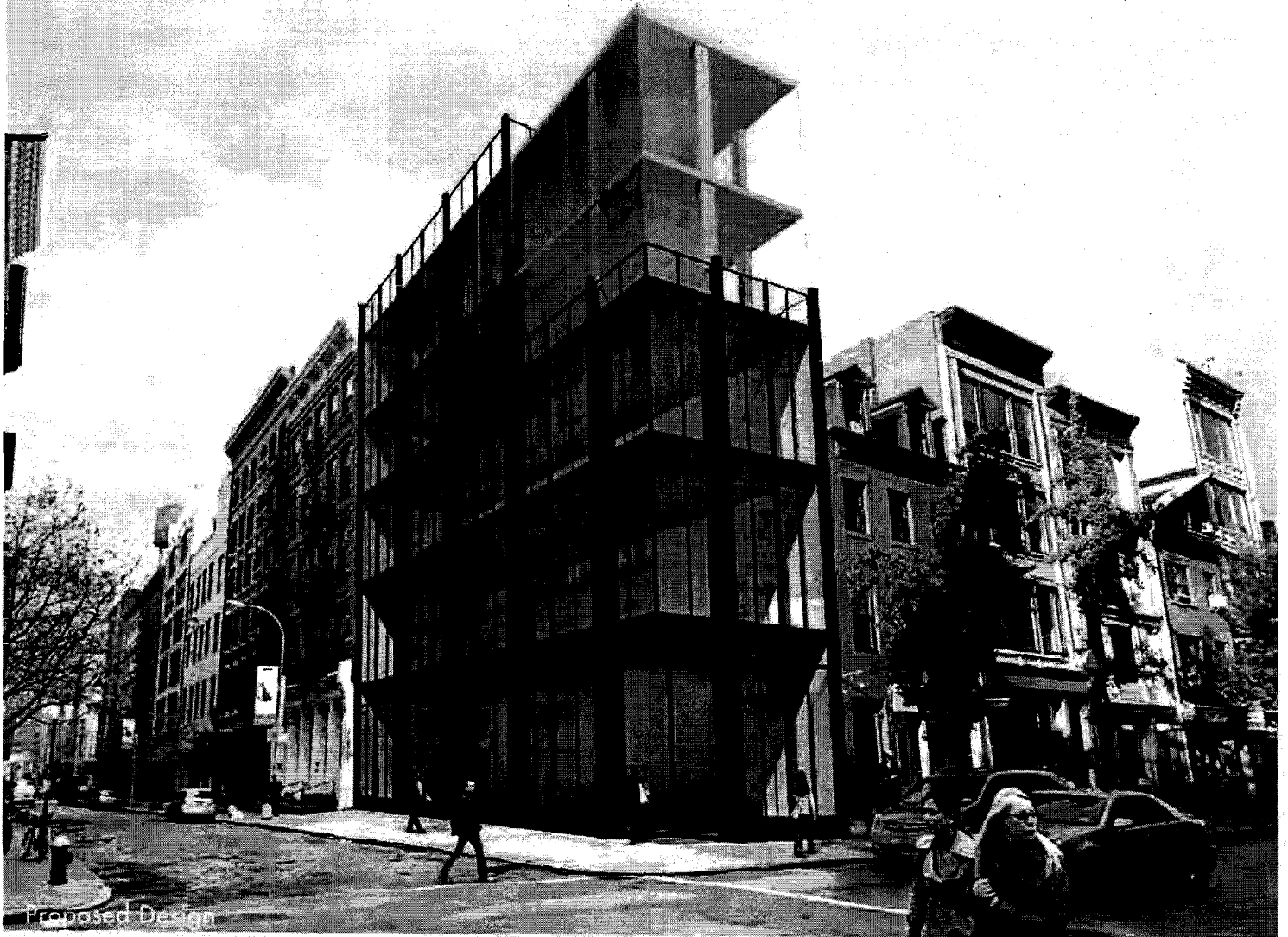
SINVIN

EXCLUSIVE LISTING

144 Spring Street

SW Corner of Wooster Street

BUILD-TO-SUIT FLAGSHIP OPPORTUNITY



SPACE Up to 9,600 sf FRONTAGE 100' Wraparound RENT Upon Request

PRIME FEATURES

Single Tenant, 5 Story Building With Dramatic Selling Lower Level

Private Roof Deck Overlooking The Heart of SoHo

All-Glass Building, with Wraparound Frontage on Spring and Wooster Streets

High Ceilings: 17' on Ground Floor, 16' on 2nd Floor, 11' on 3/4/5, and 9' on Lower Level

Unique Floating Slab Floor Design

Exceptional Neighbors: Chanel, John Varvatos, Barney's Co-Op, Hogan, Diesel, Burberry, Longchamp, Ilori, Tretorn

212.604.9002

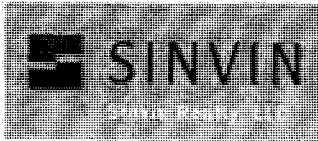
chris@sinvin.com

646.673.8740

kristin@sinvin.com

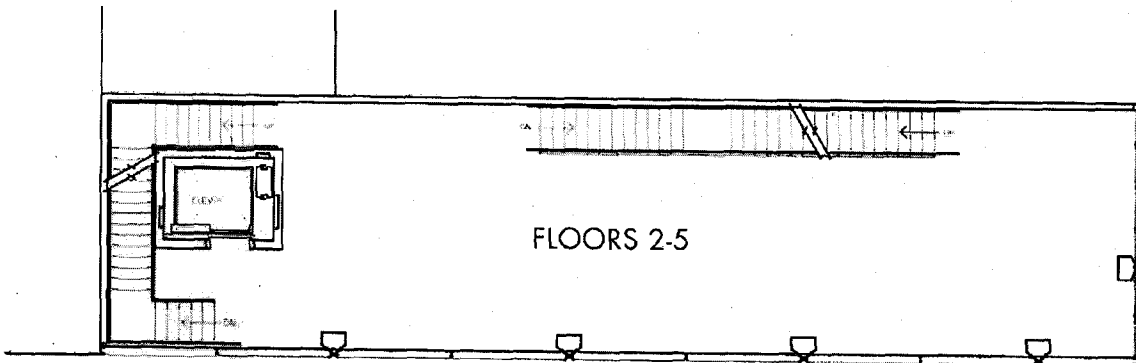
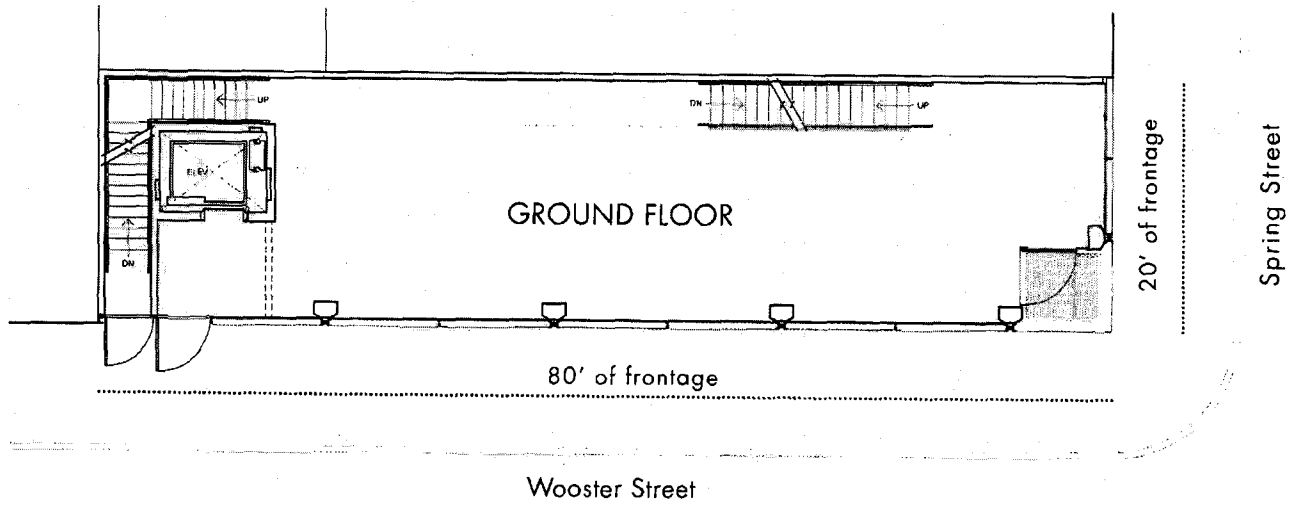
212.604.9004

michael@sinvin.com



144 Spring Street

Southwest Corner of Wooster Street



212.604.9002
chris@sinvin.com

646.673.8740
kristin@sinvin.com

212.604.9004
michael@sinvin.com



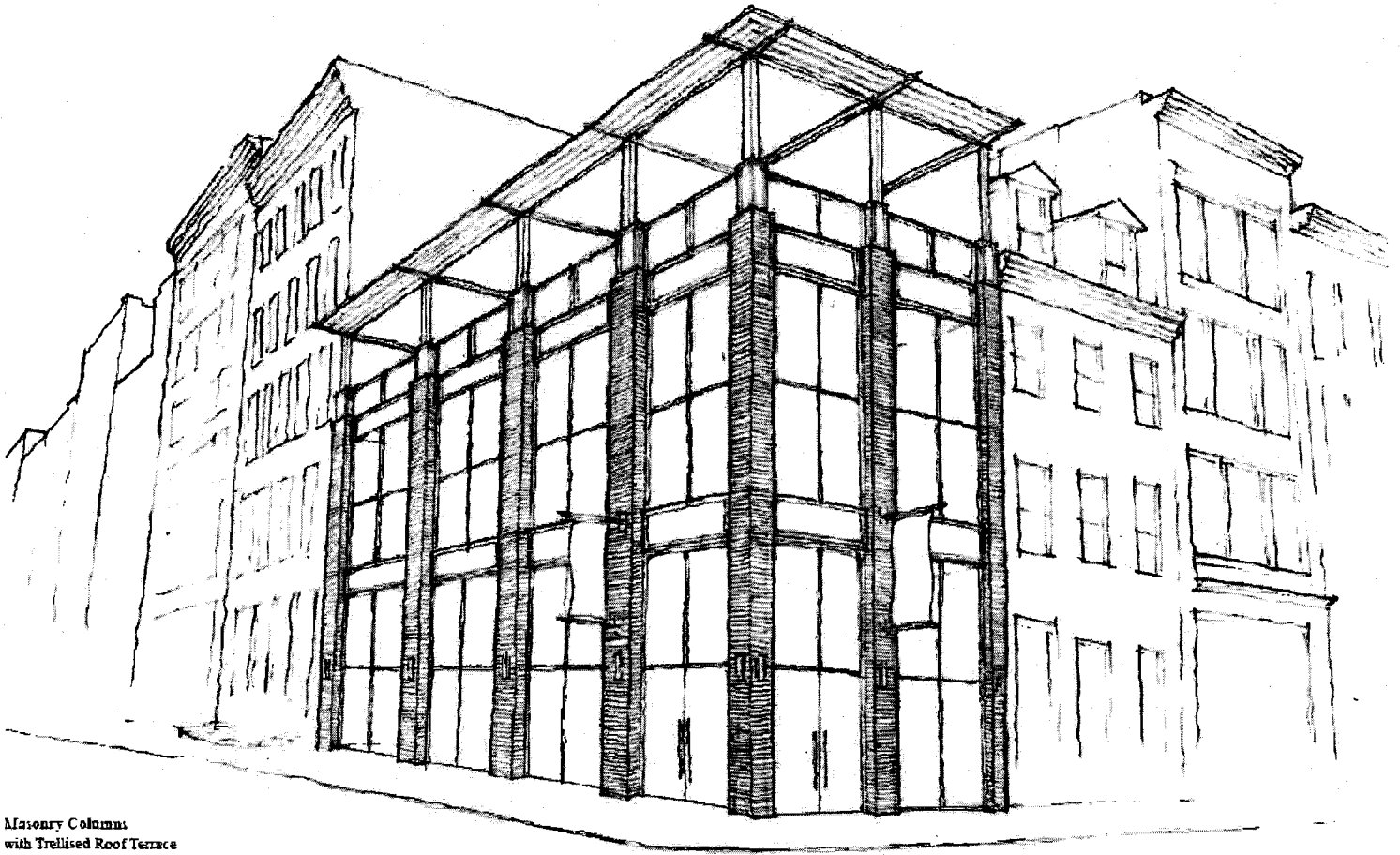
SINVIN

EXCLUSIVE LISTING

144 Spring Street

SW Corner of Wooster Street

UNIQUE SINGLE TENANT FLAGSHIP OPPORTUNITY



Masonry Columns
with Trellised Roof Terrace

GROUND 1,600 sf
2ND FLOOR 1,600 sf
LOWER LEVEL 1,600 sf

TOTAL AREA 4,800 sf
FRONTAGE 80' Wraparound
RENT Upon Request

PRIME FEATURES

- Build-To-Suit 2-Story Building with Selling Lower Level and rooftop "room"
- All-glass, Double-height storefront wrapping around Spring and Wooster Streets
- High Ceilings: 17' on Ground Floor, 16' on 2nd Floor and 9' on Lower Level
- Irreplaceable visibility in Soho. Up to a total of 5 floors can be built.

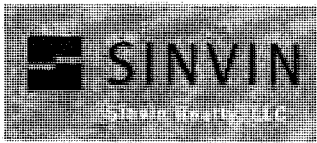
EXCEPTIONAL NEIGHBORS:

Chanel, John Varvatos, Barney's Co-Op, Diesel, Burberry, Longchamp, Ilori, Tretorn

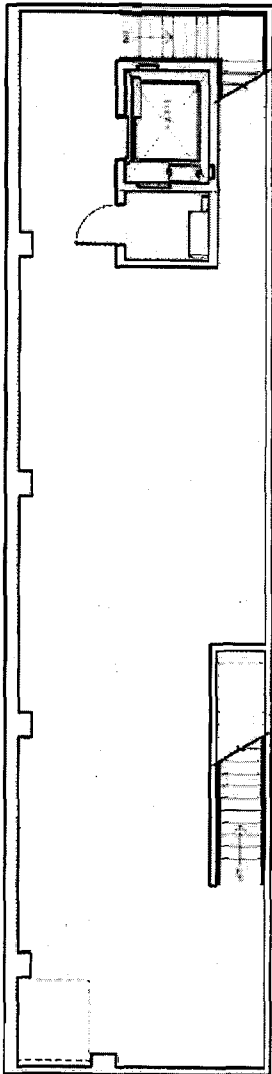
212.604.9002
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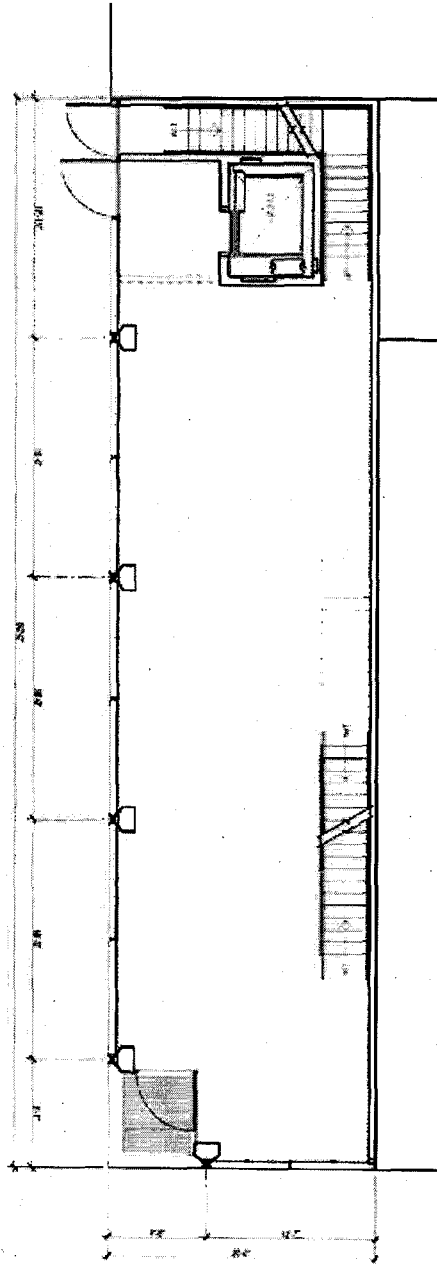
212.604.9004
michael@sinvin.com



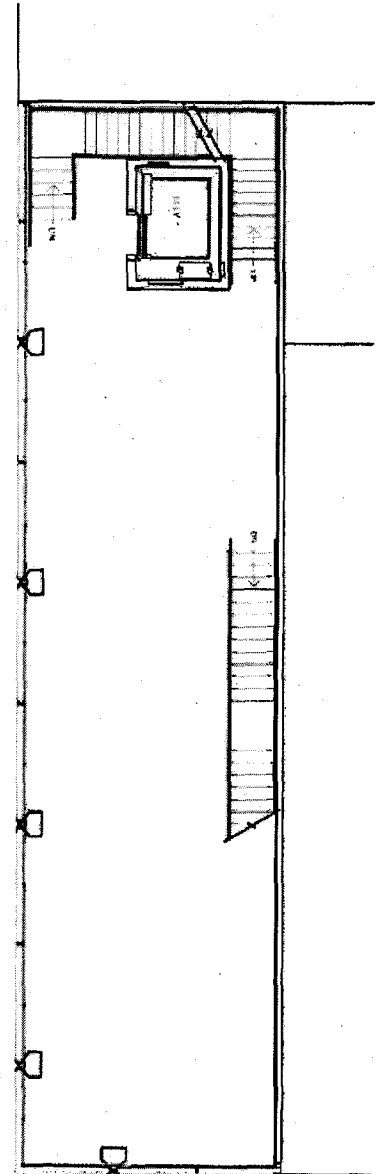
144 Spring Street
Southwest Corner of Wooster Street



LOWER LEVEL



GROUND FLOOR

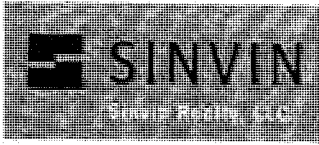


2ND FLOOR

212.604.9002
chris@sinvin.com

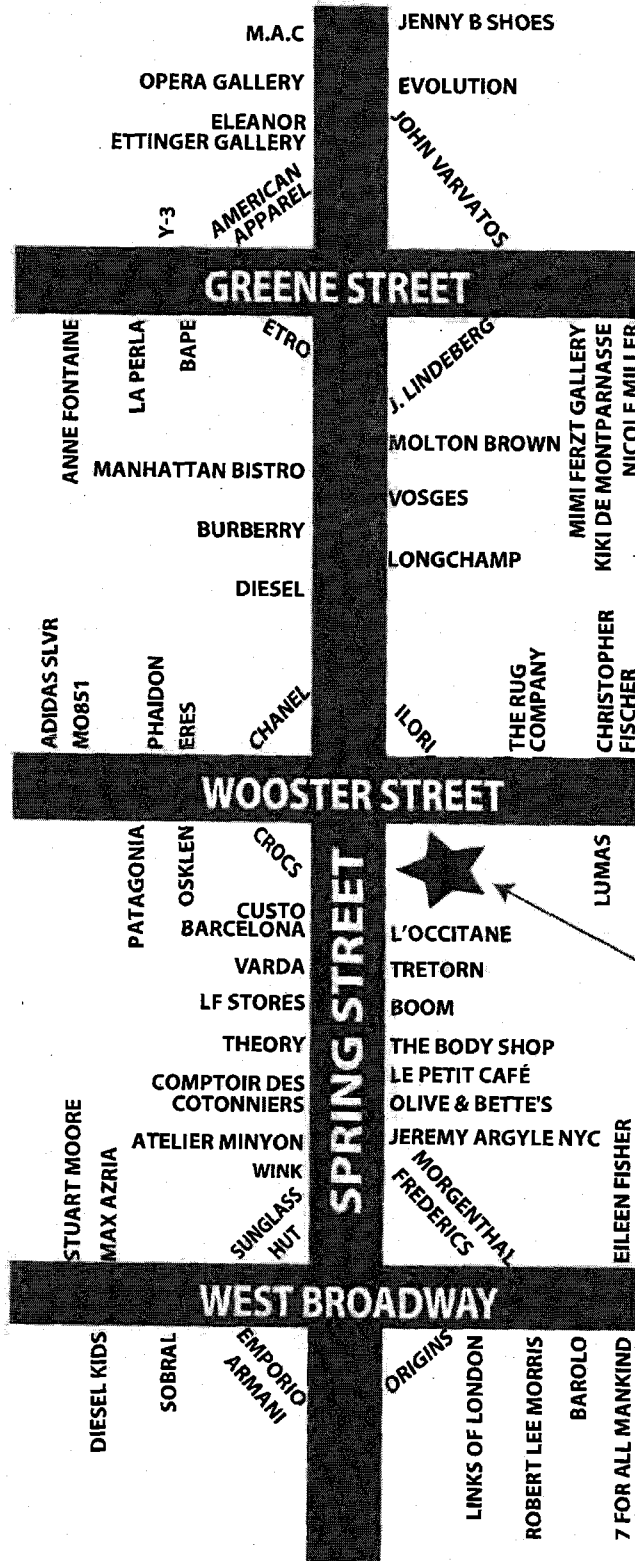
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144 Spring Street

Southwest Corner of Wooster Street



144 Spring Street

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